

**AMENDMENT #1 TO THE MASTER SERVICE AGREEMENT**

This AMENDMENT # 1 to the Master Service Agreement (this "Amendment") is made and entered into this 18<sup>th</sup> day of August, 2016 ("Amendment Effective Date"), and amends the Master Service Agreement dated May 2, 2016 by and between Seneca Resources Corporation (hereinafter "Company") and Nalco Company LLC (hereinafter "Contractor" and collectively with Company hereinafter as "the Parties").

**WITNESSETH**

WHEREAS, THE Parties entered into that certain Master Service Agreement, with an Effective Date of May 2, 2016, including but not limited to all Schedules, Exhibits, Work Orders, and attachments thereto, (collectively the "Agreement");

WHEREAS, the Parties now desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual provisions herein set forth, and intending to be legally bound, the Parties hereto agree as follows:

1. The second to last sentence in Section 13 shall be deleted in its entirety and replaced with the following: "NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CONTRACTOR'S AGGREGATE LIABILITY PER INCIDENT OR CLAIM HEREUNDER FOR ALL CAUSES OF ACTION RESULTING FROM OR ARISING OUT OF THIS AGREEMENT IS LIMITED TO \$10,000,000."
2. Except as expressly revised by this Amendment, all other terms and conditions of the Agreement not inconsistent with this Amendment shall remain in full force and effect.
3. This Amendment is binding upon the Parties hereto and their assigns.

This Amendment may be executed in counterparts, each of which shall be deemed to constitute one copy of the same Amendment and all of which, when taken together, shall be deemed to constitute one and the same agreement. Except as specifically and expressly amended in accordance with this Amendment, the Agreement shall remain in full force and effect. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives, with full knowledge of its contents and with the intent to be legally bound, effective as of the Amendment Effective Date.

**NALCO COMPANY LLC**

By: 

Name: Kevin Friar

Title: Executive Vice President

Date: 8/22/2016

**SENECA RESOURCES CORPORATION**

By: 

Name: Julianne J. Heins

Title: Director, Supply Chain

Date: 8/24/2016